

10-09065-E

COMPLAINT
PLAINTIFF: HERITAGE PACIFIC FINANCIAL
DEFENDANT: MIGUEL ARREDONDO
JUDGE: HON. R. SARGIS
RELATED CASE: 10-92234

FILED 9/7/10 - 10:37 AM
CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
MODESTO DIVISION mstm

RECEIPT NO: 9-10-07046 \$250.00



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Attorney for Plaintiff
HERITAGE PACIFIC FINANCIAL LLC.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

MODESTO DIVISIONAL OFFICE

In Re:
MIGUEL ARREDONDO

Debtor.

HERITAGE PACIFIC FINANCIAL, LLC.
D/B/A HERITAGE PACIFIC FINANCIAL, a
Texas Limited Liability Company,

Plaintiff,

vs.

MIGUEL ARREDONDO
Defendants.

Chapter 7
Bankruptcy No. : 9:10-bk-92234

Adversary Case No.:

COMPLAINT TO DETERMINE
DISCHARGEABILITY OF DEBT
[11 U.S.C. §523(a)(2)(A); 11 U.S.C.
§523(a)(2)(B)]

DATE: See Summons

COMPLAINT TO DETERMINE THE
DISCHARGEABILITY OF DEBT AND FOR JUDGMENT

Plaintiff, through its attorney, Brad A. Mokri, of Law Offices of Mokri & Associates,
states as follows:

I. PARTIES AND JURISDICTION

1. This is an adversary proceeding in bankruptcy brought by Heritage Pacific
Financial, LLC. dba Heritage Pacific Financial pursuant to 11 U.S.C. § 523.

2. Defendant filed a Chapter 7 bankruptcy petition on June 10, 2010.

COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT

FILE
BY FAX

1 favorable primary-residence financing rate, Plaintiff is informed, believes and thereon alleges
2 that Defendant:

3 a) Provided, prepared, caused to be prepared, false loan applications, which
4 misstated his employment, income and/or intended use of the property as a primary residence;

5 b). Certified a false loan application, which misstated his employment income and/or
6 intended use of the property as a primary residence; and

7 c). Caused his agents to submit to lenders a false loan application and other loan
8 related documents

9 13. The lender did not know, and had no reason to know, that the information and
10 documentation provided by Defendant in, and in conjunction with, his loan applications was
11 false, and in reliance on the information and documentation provided by Defendant to the lender
12 therein approved the loan.

13 14. Defendant executed a promissory note in favor of his initial lender, its
14 successors, transferees, and assigns (collectively hereinafter "LENDER").

15 15. The proceeds of the loan, as referenced in the promissory note, were to be used by
16 Defendant in the purchase or refinance of the property described therein. In exchange,
17 Defendant agreed and promised to pay Lender according to the mutually agreed upon terms and
18 conditions more particularly described in the promissory notes.

19 16. At the time of the execution of the loan, Defendant failed to disclose to Lender
20 that he did not and would not have been able to earn the amount of income as represented on the
21 loan applications.

22 17. Lender fully performed, and Defendant acquired title to the property.

23 18. The promissory note was duly assigned by the original lender and/or its assignees
24 to Plaintiff, who is the current owner and/or holder of Defendant's Loan and related mortgage
25 note.

26 19. Defendant has defaulted on his obligations to re-verify the information contained
27 in their Uniform Residential Loan Application. Despite Plaintiff's attempts to secure
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1 information from Defendant to re-verify the information contained in his loan application,
2 Defendant has failed and/or refused to comply with Plaintiff's requests.

3 20. By reason of the foregoing, Defendant obtained money from Lender through false
4 pretenses, false representations and actual fraud.

5 21. Defendant, therefore, had a specific intent to defraud Lender by accepting the
6 benefits of the financing without ever intending to repay the same.

7 22. Defendant's actions constitute material misrepresentations of the facts.

8 23. Defendant intended for Lender to rely on those misrepresentations.

9 24. Lender did rely upon Defendant's misrepresentations of repayment and was
10 induced to lend money to Defendant by those misrepresentations.

11 25. Lender reasonably relied on Defendant's misrepresentations.

12 26. As a result of Defendant's conduct, Plaintiff has suffered damages at a minimum
13 in the amount of \$91,470.00 plus interest and reasonable attorney fees.

14 Pursuant to 11 USC § 523(a)(2), Defendant should not be granted a discharge of this debt
15 to the Plaintiff in the amount of \$91,470.00 plus interest and reasonable attorney fees.

16 **III. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays that this Court grant the following relief:

18 1. A monetary judgment against Defendant in the amount of \$91,470.00, plus
19 accrued interest at the contractual rate, plus, additional interest at the contractual rate, which will
20 continue to accrue until the date of judgment herein;

21 2. An order determining that such debt is non-dischargeable under 11 USC §
22 523(a)(2);


23 3. An order awarding Plaintiff its attorneys' fees and costs incurred herein; and

24 4. An order awarding Plaintiff such additional relief as this Court deems just and
25 equitable.

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27 Dated: 9/3/10

28 Respectfully Submitted,
LAW OFFICES OF MOKRI & ASSOCIATES

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By: 
Brad A. Mokri
Attorney for Plaintiff
Heritage Pacific Financial, LLC.
dba Heritage Pacific Financial